

# 1. Introduction

Welcome to DMG360.com or www.askdivvy.com! We provide best-in-class facility maintenance services for you, our customers, through dedicated teams, local field support, 24/7 coverage, tailored products, and a customer-first commitment. With DMG, you'll have uninterrupted peace of mind.

Below you will find the terms of use for DMG360.com and www.askdivvy.com (the "Terms"). Please read the Terms carefully. By accepting these Terms, or otherwise using any of DMG's services, including all associated features and functionalities, websites, user interfaces, content, and software applications associated with our services (collectively "Services"), you are agreeing to be bound by these Terms.

## 2. Changes to the Terms

DMG may occasionally make changes to the Terms. It is your responsibility to periodically review the Terms to stay informed of any updates or changes. Changes to the Terms shall be effective upon the date indicated in such notice or posting. Your continued use of the Services after changes have been made will constitute your acceptance of the changes.

## 3. User Accounts

To access certain features of our Services, including viewing the status of active work orders, you must create an account providing accurate and complete information. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We may terminate or suspend your account immediately, without prior notice or liability, for any reason, including without limitation if you breach these Terms.

## 4. Use of Services

You may access the status of your active work orders and other Services offered through our website. You agree not to use our Services for any reason not specifically stated as permissible.

## 5. Intellectual Property

All content provided on our website and Services, including but not limited to text, graphics, logos, images, and software, is the property of DMG and protected by copyright and international conventions. You may not distribute, modify, reproduce, publish, or use the content other than as explicitly authorized by these Terms.

## 6. Disclaimer of Warranties

You expressly understand and agree that your use of the website and Services is at your sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis. DMG expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 7. Limitation of Liability

DMG shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if DMG has been advised of the possibility of such damages), resulting from the use or the inability to use the Services.

## 8. Governing Law

These Terms shall be governed by and construed in accordance with the law of the State of Ohio, without giving effect to any principles of conflicts of law.